TITLE 13, DIVISION 1, CHAPTER 1 Article 3.6. BUSINESS PARTNER AUTOMATION PROGRAM

Sections 225.03, 225.09, 225.12, 225.18, 225.21, <u>225.35</u>, 225.42, 225.45, 225.48, 225.51, 225.54, and 225.72

§225.03. Application Requirements.

A business partner applicant shall complete all requirements and submit to the BPA Program Administrator the following:

- (a) A business partner applicant shall complete, sign and submit an application form for the appropriate type of business.
- (1) The application form for a first-line business partner is a Business Partner Automation Application, First-Line Business Partner form, REG 4024 (NEW 7/2002) REV. 4/2005).
- (2) The application form for a first-line service provider is a Business Partner Automation Application, First-Line Service Provider form, REG 4023 (NEW 7/2002) REV. 4/2005).
- (3) The application form for a second-line business partner is a Business Partner Automation Application, Second-Line Business Partner form, REG 4025 (NEW 3/2002 REV. 4/2005).
- (4) The application forms identified in Section 225.03(a)(1) through (3) of these regulations are hereby incorporated by reference.
- (5) Each business partner owner shall be identified on the application form submitted pursuant to Section 225.03(a)(1) through (3) of these regulations.
- (b) A business partner applicant shall pay a non-refundable application fee of three hundred and twenty-four dollars (\$324) for its principal place of business and one hundred and thirty dollars (\$130) for each site added with the application. Checks shall be made payable to the Department of Motor Vehicles. This fee shall be paid at the time the application is submitted. An application for a BPA contract shall be submitted via US mail or private courier to the following address: Department of Motor Vehicles, BPA Program Administrator, 2415 1st Avenue, MS D166-E383, Sacramento, CA 95818.
- (1) An application shall be valid for one year from the date the application is first received by the department. An applicant who fails to fulfill the requirements identified in this section within one year from the date the application is first received by the department must reapply and pay a new application fee.
- (c) A business partner applicant shall provide the information required by the Business Partner Automation Program Information Security Pre-Implementation Checklist for First-Line Business Partner and First-Line Service Provider form, INV 5555A (NEW 11/2002) or the Business Partner Automation Program Information Security Pre-Implementation Checklist for Second-Line Business Partner form, INV 5555B (NEW 11/2002) and in the BPA contract.
- (d) A business partner applicant shall submit a photocopy of the completed and signed Request for Live Scan Service form, DMV 8016 (Rev. 11/2001) in accordance with Section 225.06 of these regulations and a Statement of Personal History form, REG 4019 (Rev. 11/2002) for each owner and each employee. The Statement of Personal History form is hereby incorporated by reference. A business partner applicant shall submit the documents required by this section for all owners, managers, and administrative staff responsible for the oversight of the program or who manage, administer, supervise, or monitor transactions,

inventory, employees, or money; order or account for inventory; and employees who process vehicle registration transactions or work directly with customers.

- (1) A business partner applicant located out-of-state or with BPA site locations out-of-state shall submit fingerprints for each owner identified on the application form and each of its employees on a Fingerprint Card form, ADM 1316 (Rev. 1/97) or on a Request for Live Scan Service form in accordance with Section 225.06 of these regulations.
- (A) The Fingerprint Card form shall be submitted to a local law enforcement agency. After the local law enforcement agency completes the form, processes for fingerprints, and signs and identifies itself, the form shall be returned to the business partner owner or employee, who will submit the form to the BPA Program Administrator.
- (B) The completed original fingerprint forms, along with a copy of the receipt from the local law enforcement agency for processing the form, a photocopy of each person's valid driver license or identification card issued by the state where the site is located, a completed and signed Personal History Statement form for each person, and the fee as authorized in Penal Code section 11105(e) for the Department of Justice (DOJ) and twenty four dollars (\$24) for the Federal Bureau of Investigations (FBI) fingerprint checks for each set of fingerprints shall be sent by trackable mail. Checks shall be made payable to the Department of Motor Vehicles.
- (e) Fingerprints shall not be required when the person to be fingerprinted is a business partner owner who is currently an occupational licensee of the department and whose fingerprints have already been submitted to the department.
- (f) The business partner applicant shall submit evidence of compliance with Section 225.09 of these regulations.
- (g) A business partner applicant shall complete, sign and submit the Information Security and Disclosure Statement (Firm) form, EXEC 201X (REV. 3/2003), which is hereby incorporated by reference.
- (h) A business partner applicant that is a registration service, *a dismantler* or a vehicle dealer licensed by the department shall submit a copy of the Occupational License form, OL 39 (No Revision Date) form as evidence of a valid occupational license. The form is hereby incorporated by reference.
- (i) A business partner with BPA site locations out-of-state shall maintain an office in the State of California or designate a registered agent within the State of California for service of process.
- (1) The identification of a registered agent within the State of California that is available for service of process shall be provided on an application form identified in Section 225.03(a)(1) through (3) of these regulations.
- (i) (j) The department will review a submitted application package and determine whether or not the application package is complete within thirty (30) days of the receipt of the application package as required by Section 225.03 of these regulations. After a determination has been made by the department; written notification shall be sent to the applicant informing the applicant that the application is complete and acceptable for filing or that the application is deficient and what specific information is required by the applicant. The department will review a complete application package and decide whether or not to enter into a BPA contract within ninety (90) days of receipt of the complete package.

NOTE: Authority cited: Sections 1651 and 1685, Vehicle Code. Reference: Sections 1652, 1653, and 1685, Vehicle Code.

§225.09. Financial Security Requirements.

(a) Every applicant for issuance or renewal of a A business partner permit shall submit the procure and file an acceptable method of financial security as indicated in this section bond

required by Vehicle Code section 1685(b)(2)(C) with to the department on a Business Partner Automation Surety Bond form, REG 866 (Rev. 4/2003) (Rev. 4/2005), which is hereby incorporated by reference. for the term of its BPA contract plus three (3) months. The acceptable methods of financial security are:

- (1) A bond executed by a California admitted surety insurer on a Business Partner Automation Surety Bond form, REG 866 (Rev. 4/2003) and as conditioned in Sections 225.09(b) through (e) of these regulations. The surety bond shall be valid for the term of its BPA contract plus three (3) months.
- (A) The Business Partner Automation Surety Bond form is hereby incorporated by reference.
- (2) An irrevocable letter of credit issued from a bank doing business in the State of California, and insured by the Federal Deposit Insurance Corporation. The State of California, Department of Motor Vehicles, shall be identified as the beneficiary. The letter of credit shall provide for honor of a draft or demand for payment presented with the State's written statement certifying that there has been a loss, damage or liability resulting from a Business Partner's performance or nonperformance, and that the amount of the demand or draft is therefore now due and payable. The letter of credit shall be automatically renewable for the length of the contract and shall remain in effect until the contract expires plus three (3) months. A cash deposit as provided in Section 995.710 of the Code of Civil Procedure shall be acceptable in lieu of the surety bond.
 - (b) The amounts of financial security required shall be as follows:
- (1) A first-line business partner shall maintain a bond or an irrevocable letter of credit in the amount of six hundred and fifty thousand dollars (\$650,000).
- (2) A first-line service provider shall maintain a bond or an irrevocable letter of credit in the amount of one million dollars (\$1,000,000).
- (3) A second-line business partner processing new vehicle reports of sale transactions, or new vehicle reports of sale and registration renewal vehicle transfer, vehicle license fee (VLF) refund, salvage, junks, or nonrepairable vehicle transactions or any combination thereof shall maintain a bond or an irrevocable letter of credit in the amount of fifty thousand dollars (\$50,000). A second-line business partner only processing registration renewal transactions only shall maintain a bond or irrevocable letter of credit in the amount of sixteen ten thousand dollars (\$16,000) (\$10,000).
- (c) A business partner shall hold the State of California and any political subdivision thereof or any of its officers, agents, or employees harmless for monetary losses caused by the business partner's misuse of the information obtained from the department or obtained from customers for transactions processed by the business partner and secured by either the bond or letter of credit.
- (d) A rider for the surety bond may be accepted when adding processing transaction(s) to the surety bond.
- (e) A business partner shall pay to the department monies collected by the business partner and due to the department, including any transaction fee imposed in regulation or statute by the State under Vehicle Code section 1685.
- (e) <u>(f)</u> A business partner shall reimburse the State of California, or any political subdivision thereof, for any loss or damage that the State of California, or any political subdivision thereof, may suffer by reason of any act of the business partner, its agents or employees arising out of or related to the business partner's duties, functions or obligations as a business partner, in any amount up to the maximum amount secured under the bond or letter of credit, when any of the following conditions occur:

- (1) Information obtained from the department or customers by false or misleading representations while performing the duties, functions and obligations of a business partner.
- (2) Information obtained from the department and customers and used for any purpose other than specified in the regulations or BPA contract.
- (3) Any other act resulting in monetary losses being suffered by the State of California, any political subdivision of the State of California, or any of its officers, agents or employees while performing arising out of or related to the duties, functions and obligations of a business partner.
- (g) A cash deposit shall be released by the department five (5) years after the business partner ceases to do business in the BPA program or when the contract and permit expires and is not renewed and the department is satisfied that there are no outstanding claims and unsatisfied final judgments against the business partner arising out of or related to the duties, functions or obligations as a business partner.

§225.12. Business Partner Contract.

- (a) A business partner applicant shall sign the BPA contract prepared on a State of California, Standard Agreement form, STD 213 (NEW 2/98) and executed in accordance with the Department of General Services requirements and the State Contracting Manual.
- (b) A BPA contract shall be in effect for thirty-six (36) months and is not renewable. A new renewal application and new BPA contract shall be required for each subsequent permit. The renewal application process may be started after the second audit report, including any findings and recommendations, is submitted to the department pursuant to Section 225.63 of the regulations one hundred and twenty (120) days before the BPA contract and permit expire.
- (c) Should any provision of the BPA contract, statute or regulations be deemed illegal or unenforceable, all remaining provisions of the BPA contract, statutes, and regulations shall remain in effect.

NOTE: Authority cited: Sections 1651 and 1685, Vehicle Code. Reference: Sections 1653, and 1685, Vehicle Code.

§225.18. Cause for Refusal to Enter into a Contract and Issue a Permit.

- (a) The failure of an applicant to establish its honesty, integrity, good character and reputation to the satisfaction of the department is good cause for the department to refuse to enter into a BPA contract with such applicant.
- (b) The failure of an applicant to establish the honesty, integrity, good character and reputation of any of its owners or employees to the satisfaction of the department is good cause for the department to refuse to enter into a BPA contract with such applicant.
- (c) The information provided on a Statement of Personal History form, REG 4019 (Rev. 11/2002), the message(s) from DOJ and/or the FBI in response to a fingerprint check and/or other information obtained by the department may be the basis for approval or disapproval of a business partner, business partner owner(s) or employee(s) in meeting the standards stated in Section 1685 (b)(2)(B) of the Vehicle Code to participate in the BPA.
- (d) There is good cause for the department to refuse to enter into a BPA contract with a business partner applicant if the applicant, one of its owners or employees:
- (1) Has been convicted of a felony or a crime, or committed an act or engaged in conduct involving moral turpitude that is substantially related to the function of a BPA business partner.

- (2) Is or has been the holder of an occupational license issued by the department that has been suspended or revoked.
- (3) Is or has been a managerial employee of an occupational licensee licensed by the department that has been suspended or revoked.
- (4) Is or has been a commercial requestor or one of its owners that has been suspended or revoked.
- (5) Has failed to comply with their BPA contract or failed to complete any of the audit requirements of Section 225.63 of these regulations.
- (6) Has used a false name, made any false statement, or concealed any material fact in any BPA application or statement of personal history.
- (7) Has displayed, caused or permitted a sign, mark or advertisement, or used a "Doing Business As" (DBA) in violation of Section 25 of the Vehicle Code.
- (8) Has permitted or engaged in fraudulent practices or acts, with reference to clients, members of the public or the department.
- (9) Has committed or was responsible for any other act, occurrence, or event in California or any foreign jurisdiction that provides cause for refusal to issue a permit.
- (10) Has failed to comply with Section 1685, of the Vehicle Code; Division 5, (commencing with Section 11100) of the Vehicle Code; has violated Article 3, commencing with Section 1800, of Chapter 1;, Division 2 of the Vehicle Code or any regulation adopted under these statutes.
- (11) Was a departmental employee dismissed by the department for cause related to honesty, integrity, good character and reputation of the person dismissed by the department.

§225.21. Review of Criminal History Information.

- (a) In reaching a decision on approval or disapproval of a business partner owner or employee to participate in the BPA, the BPA Program Administrator or a designee may review and consider the criminal history information provided by the California Attorney General pursuant to Section 11105(b)(9) of the Penal Code. This information may be used as part of the department's process in reaching a decision as it relates to Sections 225.00 et seq. of these regulations. The BPA Administrator or designee will consider the "Occupational Licensing and Disciplinary Guidelines" (Rev. 3/98) incorporated by reference in Section 440.04, Article 6.1, Chapter 1, of Division 1, of Title 13, of the California Code of Regulations in reaching a decision.
- (1) Deviation from the Guidelines is appropriate when the Director or designee, in his or her sole discretion, determines that the facts warrant such a deviation, for example, the presence of mitigating factors, how long ago the conduct, action, or offense occurred, evidentiary problems and customer complaints.

NOTE: Authority cited: Sections 1651 and 1685, Vehicle Code. Reference: Sections 1685, Vehicle Code.

225.35 Renewal

- (a) A business partner renewal applicant shall complete and submit the following to the BPA Program Administrator prior to the expiration of the contract and permit term:
- (1) A completed and signed Business Partner Automation Program Renewal Application form, REG 5056 (NEW 2/2005), which is hereby incorporated by reference.
- (2) A completed and signed Information Security and Disclosure Statement (Firm) form, EXEC 201X (REV. 3/2003).
- (3) A copy of the business partner's valid occupational license form, OL 39 (REV 3/2000), if applicable.

- (4) A non-refundable renewal application fee of one hundred and ninety-eight dollars (\$198). Checks shall be made payable to the Department of Motor Vehicles.
- (b) A renewal application shall be received within thirty (30) days of the expiration date on the BPA Permit form, REG 4027 REV. 6/2002). Applications received after that date shall be required to provide the original application requirements as specified in section 225.03 in these regulations. The business partner shall not process any transactions after the expiration of the contract and permit without the completion and approval of the BPA renewal or original application.

§225.42. Business Partner Changes.

- (a) A business partner shall notify the BPA Program Administrator within the timeframes identified for the changes listed in Sections 225.42(a)(1) through (7) of these regulations on a Business Partner Automation Program Application for Changes form, REG 4026 (Rev. 11/2002), which is hereby incorporated by reference. The completed and signed Business Partner Automation Program Application for Changes form shall be sent by US Mail or private courier to the Department of Motor Vehicles, BPA Program Administrator, 2415 1st Avenue, MS D166 E383, Sacramento, CA 95818. The following changes shall be entered on the Business Partner Automation Program Application for Changes form:
- (1) Closing a site, identified by the site identification number. The business partner shall notify the BPA Program Administrator no more than five (5) days after the closure of the site.
- (2) Changing the business, corporate, or Limited Liability Company name. The business partner shall notify the BPA Program Administrator no more than twenty (20) days after the effective date of the name change.
- (3) Adding a site. A nonrefundable processing fee of one hundred and seventy-five dollars (\$175) shall be submitted to the BPA Program Administrator with the Business Partner Automation Program Application for Changes form when a business partner adds a site after entering into a BPA contract.
- (4) Changing the address of a principal place of business or site. The business partner shall notify the BPA Program Administrator no less than twenty (20) days prior to the address change.
- (5) Adding an employee. A business partner shall not permit an employee to access DMV inventory or data unless the business partner has complied with the requirements of Section 225.03(d) of these regulations and has received approval from the department under Section 225.18(c) for the employee to have access to DMV inventory and data.
- (6) Deleting an employee. The business partner shall notify the BPA Program Administrator no more than five (5) days after deleting an employee from the BPA program. The business partner shall identify the reason for deleting an employee.
- (A) A business partner who terminates an employee for cause related to honesty, integrity, good character and reputation, pursuant to Vehicle Code section 1685, shall notify the BPA Program Administrator no more than one (1) day after the termination date.
- (B) A business partner who terminates an employee for cause unrelated to honesty, integrity, good character and reputation, pursuant to Vehicle Code section 1685, shall notify the BPA Program Administrator within five (5) day after the termination date.
- (7) Changing controlling director(s) and/or officer(s); changing member(s) of a Limited Liability Company; changing management and/or supervising BPA personnel; or changing partner(s) or stockholder(s). The business partner shall notify the BPA Program Administrator no more than twenty (20) days after the effective date of the change.

- (b) A business partner shall notify the BPA Program Administrator in a signed and written notification on business partner letterhead and sent by facsimile, US mail, or private courier at least twenty (20) days prior to the effective date of the following changes:
 - (1) Change of "Doing Business As" (DBA) name.
 - (2) Change of mailing address.
- (c) A business partner shall notify the BPA Program Administrator in a signed and written notification on business partner letterhead and sent by facsimile, US mail, or private courier no more than five (5) days after the effective date of the following changes:
 - (1) Change of operations contact person.
 - (2) Change of registered agent for service of process.
- (d) A business partner shall notify the BPA Program Administrator in a signed and written notification on business partner letterhead and sent by facsimile, US mail, or private courier at least sixty (60) days prior to the effective date of a change of the account number identified pursuant to Section 225.30 of these regulations.
- (1) A change of the account number shall require a new EFT contract pursuant to Section 225.30 of these regulations.
- (e) The business partner shall notify the BPA Program Administrator in a signed and written notification on business partner letterhead and sent by facsimile, US mail, or private courier within seven (7) days of a change of telephone number.

§225.45. Customer Fees.

- (a) A business partner shall complete a Business Partner Automation Disclaimer form, REG 4020 (Rev. 1/2004) for each DMV transaction when a customer fee is charged. EXCEPTIONS: (1) A business partner completing a conditional sales contract or lease agreement pursuant to Civil Code section 2982, 2982.5 or 2985.8 may disclose the amount of any optional Business Partnership Automation program fee to register or transfer a vehicle process transactions identified in Section 225.45(b)(1) through (3) of these regulations using the sales contract or lease agreement in place of the Business Partner Automation Disclaimer form. (2) A business partner acting as a salvage pool, as specified in Vehicle Code Section 543, engaged exclusively in the business of disposing of total loss salvage vehicles, nonrepairable vehicles, or recovered stolen vehicles sent to it by, or on behalf of, insurance companies, authorized claims adjusters, leasing companies, self-insured persons, or financial institutions shall be exempt from completing the form. (3) A business partner acting as a licensed registration service, as specified in Vehicle Code Section 505.2, may disclose the amount of any optional Business Partnership Automation program fee to process transactions identified in Section 225.45(b)(1) through (3) of these regulations using the methods required under Section 330.30, of Title 13 in the California Code of Regulations in place of the Business Partner Automation Disclaimer form.
- (1) The business partner shall obtain the customer's signature on the form after the business partner enters on the form the fee amount that the business partner is charging to process the transaction.
- (2) The business partner shall provide the completed original of the Business Partner Automation Disclaimer form to the customer, shall keep a completed copy, and shall send a copy to the department with the transaction documents. Voided copies of the form shall be retained with the completed copies kept by the business partner pursuant to Section 225.60 of these regulations.
 - (3) The Business Partner Automation Disclaimer form is hereby incorporated by reference.

- (b) The maximum amount a <u>A</u> customer may be charged the following maximum amounts for each vehicle renewal type of transaction processed through to completion by a business partner is twenty five dollars (\$25).
 - (1) Registered owner transfer transactions shall be seventy-eight dollars (\$78).
 - (2) Salvage transactions shall be seventy-eight dollars (\$78).
 - (3) Junk transactions shall be seventy-five dollars (\$75).
 - (4) Nonrepairable vehicle transactions shall be seventy eight dollars (\$78).
 - (5) Registration renewal transactions shall be twenty eight dollars (\$28).
 - (6) New vehicle report of sale transactions shall be twenty-eight dollars (\$28).
 - (7) Vehicle license fee (VLF) refund transactions shall not be charged a separate fee.
- (1) Licensed vehicle dealers and licensed dismantlers may charge up to \$25 for any transaction authorized under the Business Partnership Automation Program, in addition to any other fees authorized by statute.
- (2) Licensed registration services may charge up to \$25 for a registration renewal or new vehicle report of sale transaction, up to \$75 for a junk vehicle transaction, and up to \$75 for any other authorized transaction.
 - (3) Salvage pools may charge up to \$75 for salvage and non-repairable vehicle certificates.
- (c) Business partners are not authorized to charge a fee for Vehicle License Fee refund transactions.
- (c) The maximum amount a customer may be charged for each new vehicle report of sale transaction processed by a business partner is twenty five dollars (\$25).

§225.48. Transaction Fee.

- (a) A first-line business partner and a first-line service provider shall pay a transaction fee to the department, pursuant to subdivision (d) of Vehicle Code section 1685, in the amount of three dollars (\$3) for each new vehicle report of sale, and each registration renewal, transfer, salvage, and non repairable vehicle new vehicle report of sale and each vehicle renewal transaction processed through to completion. The transaction fee may be charged to the eustomer, in addition to the customer fees authorized in Section 225.45 of these regulations, as long as the total charge to a customer does not exceed twenty eight dollars (\$28). <u>The transaction fee may be charged to the customer in addition to the customer fees authorized in Section 225.45 of these regulations</u>.
- (1) Payment of a transaction fee for vehicle license fee refund transactions shall not be required.
- (b) The transaction fee shall be paid to the department by the due date designated on the billing notice. The payment of the fee based on the billing notice shall be sent by traceable mail to the Department of Motor Vehicles, BPA Program Administrator, 2415 1st Avenue, MS D166 E383, Sacramento, CA 95818.
- (c) Upon notification of insufficient funds or closed account status for the payment of transaction fees or failure to pay by the due date designated on the billing notice, the department shall suspend interface access until payment for all fees and charges is received.

NOTE: Authority cited: Sections 1651 and 1685, Vehicle Code. Reference: Sections 1685, Vehicle Code.

§225.51. Information Security Requirements.

- (a) A business partner, its owners and employees shall comply with the department's *IT Security Guidelines for Use in BPA Program* (January 2004), which is hereby incorporated by reference when processing transactions through the American Association of Motor Vehicle Administrators AAMVAnet conduit. A business partner, its owners and employees shall comply with the department's California DMV Security Requirements for the Internet—Business Partners (Revised November 2004), which is hereby incorporated by reference, when processing transactions through the Internet.
- (b) A business partner, its owners and employees shall comply with the Information Practices Act of 1977 (Section 1798 et seq. of the Civil Code), the Public Records Act (Section 6250 of the Government Code), Sections 1808.21 and 1808.47 of the Vehicle Code, Sections 11015.5 and 11019.9 of the Government Code, and any and all related statutes pertaining to information security.

NOTE: Authority cited: Sections 1651 and 1685, Vehicle Code. Reference: Section 1798.19, Civil Code, Sections 6250, 11015.5, 11019.9, Government Code and Sections 1685, 1808.21, and 1808.47, Vehicle Code.

§§225.54. Transaction Procedures and Inventory Requirements.

A business partner shall process transactions and control inventory according to the "BPA Transaction Procedures and Inventory Requirements Handbook" (January 2004 Revised April 13, 2005), which is hereby incorporated by reference.

NOTE: Authority cited: Sections 1651 and 1685, Vehicle Code. Reference: Section 1685, Vehicle Code.

§225.72. Voluntary Closing.

- (a) A first-line service provider shall comply with the following procedures to close a site location within thirty (30) days of cancellation or expiration of the BPA contract:
- (1) The first-line service provider shall collect all unassigned accountable and controlled inventory from all of its second-line business partner sites.
- (2) The first-line service provider shall complete a Physical Inventory (Non-DMV Entities) form, ADM175A (Rev. 2/2000), by recording all of the unassigned accountable inventory on the form and signing the form.
- (3) The first-line service provider shall update the status of its accountable inventory on the BPA Inventory Database system.
- (4) The first-line service provider shall return the Physical Inventory (Non-DMV Entities) form and all accountable inventory by trackable US mail or private carrier to: Department of Motor Vehicles, Automated Inventory Management Systems Unit, 2570 24th Street, MS G202, Sacramento, CA 94232-3820.
- (5) The first-line service provider shall return all controlled inventory by trackable US mail or private carrier to: Department of Motor Vehicles, Inventory Management, 4201 Sierra Point Drive, Suite 112, Sacramento, CA 95834.
- (6) The first-line service provider shall return all transactions and supporting documentation by trackable US mail or private carrier to: Department of Motor Vehicles, Manager Field Office Support Unit, 2415 1st Ave, MS E250, Sacramento, CA 95818.
- (7) The first-line service provider shall return the permit by trackable US mail or private carrier to: Department of Motor Vehicles, BPA Program Administrator, 2415 1st Avenue, MS D166 E383, Sacramento, CA 95818.
- (b) A first-line business partner shall comply with the following procedures to close a site location within thirty (30) days of cancellation or expiration of the BPA contract.

- (1) The first-line business partner shall collect all unassigned accountable and controlled inventory from all branch site locations.
- (2) The first-line business partner shall complete a Physical Inventory (Non-DMV Entities) form, ADM175A (Rev. 2/2000) by recording all unassigned accountable inventory on the form and signing the form.
- (3) The first-line business partner shall record the status of its accountable inventory on the BPA Inventory Database system.
- (4) The first-line business partner shall return the Physical Inventory (Non-DMV Entities) form and all accountable inventory by trackable US mail or private carrier to: Department of Motor Vehicles, Automated Inventory Management Systems Unit, 2570 24th Street, MS G202, Sacramento, CA 94232-3820.
- (5) The first-line business partner shall return all controlled inventory by trackable US mail or private carrier to: Department of Motor Vehicles, Inventory Management, 4201 Sierra Point Drive, Suite 112, Sacramento, CA 95834.
- (6) The first-line business partner shall return all transactions and supporting documentation by trackable US mail or private carrier to: Department of Motor Vehicles, Manager Field Office Support Unit, 2415 1st Ave, MS E250, Sacramento, CA 95818.
- (7) The first-line business partner shall return the BPA permit by trackable US mail or private carrier to: Department of Motor Vehicles, BPA Program Administrator, 2415 1st Avenue, MS D166 E383, Sacramento, CA 95818.
- (c) A second-line business partner and its first-line service provider shall comply with the following procedures to close a second-line business partner site location within thirty (30) days of cancellation or expiration of the BPA contract.
- (1) The second-line business partner shall collect all unassigned accountable and controlled inventory and return it to its first-line service provider within seven (7) days of the cancellation or expiration of the BPA contract.
- (2) The first-line service provider may redistribute the unassigned accountable inventory to its other second-line business partners.
- (3) The second-line business partner shall return all transactions and supporting documentation to its first-line service provider within seven (7) days of the cancellation or expiration of the BPA contract. The first-line service provider shall return all transactions and supporting documentation by trackable US mail or private carrier to: Department of Motor Vehicles, Manager Field Office Support Unit, 2415 1st Ave, MS <u>E</u>250, Sacramento, CA 95818.
- (4) The second-line business partner shall return the BPA permit by trackable US mail or private carrier to: Department of Motor Vehicles, BPA Program Administrator, 2415 1st Avenue, MS D166 E383, Sacramento, CA 95818.